

<div>CONTRACT AWARD</div>		<div>STATE OF ALASKA</div> <div>HQ, STATE EQUIPMENT FLEET (Contracting Authority)</div> <div>2200 E. 42nd Avenue</div> <div>Anchorage, Alaska 99508</div>		<div>CONTRACT AWARD NUMBER</div> <div>CA1914-14</div>	
<div>ORDERING DEPARTMENT:</div> <div>HEADQUARTERS, STATE EQUIPMENT FLEET</div> <div>2200 E. 42ND AVENUE</div> <div>ANCHORAGE, ALASKA 99508</div> <div>(907) 269-0793 PHONE / (907) 269-0801 FAX</div>			<div>DATE OF CONTRACT:</div> <div>AUGUST 6, 2014</div>		
<div>CONTRACTOR: WEST-MARK</div>			<div>DATE INITIAL CONTRACT BEGINS:</div> <div>AUGUST 6, 2014</div>		
<div>ADDRESS: 2704 RAILROAD AVENUE</div> <div>CERES, CA 95307</div>			<div>DATE INITIAL CONTRACT ENDS:</div> <div>AUGUST 5, 2015</div>		
<div>CONTACT NAME: JEFF HURST</div>			<div>NUMBER & PERIOD OF RENEWALS:</div> <div>(3) 1 YEAR RENEWALS</div>		
<div>PHONE NUMBER: (209) 343-3109</div>			<div>RENEWALS EXPIRE (MO/YR):</div> <div>AUGUST 5, 2018</div>		
<div>E-MAIL: JHURST@WEST-MARK.COM</div>			<div>ISSUED IN ACCORDANCE WITH BID # SEF- 1914 DATED: AUGUST 4, 2014</div>		
<div>ESTIMATED VALUE OF INITIAL TERM: \$300,000.00</div>					
<div>SEND INVOICES IN DUPLICATE TO: STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508</div>					
<div>THIS ORDER CONSTITUTES A BINDING COMMITMENT BETWEEN THE STATE AND THE CONTRACTOR LISTED HEREON. UNAUTHORIZED MODIFICATION WITHOUT THE EXPRESSED PRIOR APPROVAL OF THE CONTRACTING AUTHORITY WILL RESULT IN A FINANCIAL OBLIGATION ON THE CONTRACTOR AND/OR UNAUTHORIZED STATE PERSONNEL MAKING THE CHANGE.</div>					
<div>DESCRIPTION</div>					
<div>CONTRACT TO PURCHASE</div> <div>WEST-MARK 6,000 GALLON WATER TANKER TRAILER</div> <div>AND MISCELLANEOUS OPTIONAL ITEMS</div> <div>CONTRACTING OFFICER</div> <div>ABBY BRESHEARS</div> <div>(907) 269-0786</div> <div>TABLE OF CONTENTS</div> <div>SECTION</div> <div>I. SPECIAL TERMS AND CONDITIONS</div> <div>II. STANDARD TERMS AND CONDITIONS</div> <div>III. SPECIFICATIONS</div> <div>IV. CONTRACT PRICE LIST</div>					
<div>CONTRACTING AUTHORITY NAME & TITLE</div> <div>ABBY BRESHEARS, CONTRACTING OFFICER II</div>			<div>SIGNATURE</div> <div>Abby Breshears</div>		
<div>CONTRACTOR AUTHORITY NAME</div> <div>JEFF HURST</div>			<div>SIGNATURE</div> <div>On File</div>		
<div>IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order.</div> <div>2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.</div>					

1.0 CONTRACT:

- 1.1 Contract Period: 1 year with four (4) one year renewal options
- 1.2 Quantities: Two. Quantities for renewals will be determined by funding obligated.
- 1.3 Location of Use: Statewide
- 1.4 Warranty locations: Anchorage and Fairbanks
- 1.5 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.5.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

2.0 DELIVERY:

- 2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 2.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 2.1.4 Fuel tank shall be filled to at least register a minimum $\frac{1}{4}$ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
 - 2.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 2.1.6 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 2.2 **Inspections:**
 - 2.2.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
 - 2.2.1.1 repair or replace at contractor's expense, any or all of the damaged goods,
 - 2.2.1.2 refund the price of any or all of the damaged goods, or
 - 2.2.1.3 accept the return of any or all of the damaged goods.
 - 2.2.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.
- 2.3 **Acceptance:**
 - 2.3.1 Units will not be considered "Accepted" until all deficiencies have been corrected. This includes item 2.5 Line Sheets/Bill of Materials and 8.0 Publications.

2.4 Delivery Receipt:

- 2.4.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.
- 2.4.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

2.5 Line Sheets/Bill of Materials::

- 2.5.1 It is required at the time of delivery that the successful bidder provides a comprehensive listing of all components used to assemble the unit.
- 2.5.2 This includes any components installed by the manufacturer or any subcontractor or the successful bidder.
- 2.5.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.
- 2.5.4 A minimum of one (1) CD per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or State PO number.

3.0 F.O.B. POINT:

- 3.1 The F.O.B. point is as listed in Section IV, Bid Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State. Equipment is not to be driven on the Alcan Highway without prior written approval from the contracting officer.
- 3.2 The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State's invoice.
- 3.3 All shipping charges over \$100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.
- 3.4 Shipping must be consolidated for the best possible price. Shipping items separately must be pre-approved by the Contracting Officer PRIOR to shipment. For example, GP Bucket or Spare Tire not being shipped with host unit must be pre-approved.

4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

- 4.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 4.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of equipment in this this class, that daily rental fee is determined to be \$250.00. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.
- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

5.0 EQUIPMENT RELIABILITY:

- 5.1 Reliability of equipment is of paramount importance to the State. It is the policy of SEF to require minimum levels of reliability from owned or leased equipment for it to be considered acceptable. Equipment offered for this bid must be capable of meeting the acceptable reliability standard stated below.

5.2 Acceptable Reliability: The State will monitor equipment reliability. Acceptable reliability for this contract is achieved when a machine achieves or maintains a Reliability Ratio (RR) equal to or exceeding the following:

- 5.2.1 .90 (90 percent) PR during any consecutive 12-months (365 days) during the warranty period.
- 5.2.2 .75 (75 percent) PR per operational month (recognizing operational as subject to weather and being defined by calendar days) during the consecutive 12-month period.
- 5.2.3 PR below the state percentages do not meet minimum reliability requirements for state owned equipment.

5.3 **Machine Failure and Downtime:**

5.3.1 **Machine Failure** is any and all loss of capability to perform fully, as specified, which is not attributed to **Conditioned Failure**. Machine Failure resulting in the unit being out of service is defined as **Downtime**.

5.3.2 **Conditioned Failure** is any Machine Failure attributable to accident, operator abuse or other external cause not attributable to a defect in the machine itself.

5.3.3 **Downtime** is the actual number of days or fractions of days that the equipment is in a state of Machine Failure. Downtime does not count time used for scheduled maintenance (including preventative maintenance and scheduled major overhauls), time lost for repair maintenance and scheduled major overhauls, time lost for repair of damage as a result of operator abuse or machine misapplication; or time lost as a result of accident or an act of God. Downtime includes:

5.3.3.1 Actual shop hours (and/or field repair hours) required to return unit to full operational status following machine failure, including trouble-shooting, repair, necessary replacement of parts, and necessary adjustments, plus

5.3.3.2 Time lost waiting for parts and/or vendor assistance. "Waiting downtime" also applies if need for parts/assistance is discovered during routine maintenance and return to service is deemed counterproductive. In this case, "waiting time" clock begins with notice of need to vendor. Allowance may be considered in "waiting time" calculations if arrival of parts/assistance is delayed by transportation shutdown, to include verifiable transportation scheduling difficulties such as infrequent flights as long as all reasonable alternatives have been exhausted. Parts and assistance are to be provided by the quickest means reasonably possible to avoid unnecessary delays and downtime.

5.3.4 **Out of Service Report (OSR):** Downtime resulting from machine failure is the actual number of hours a machine is out of service as recorded on the OSR or in the Equipment Maintenance Management System (EMS).

5.3.4.1 The State will record all downtime on an OSR or EMS work order, which will be originated for each occurrence of downtime. The document will show the date and time a unit went down, the location where the machine was based, the reason the machine is down, date and time the vendor was notified (if applicable), the date and time the machine was returned to service, and the total hours of downtime.

5.3.4.1.1 The Contract Manager will finalize and approve the OSR or EMS work order. Both are available for contractor review.

5.3.5 **Reporting Downtime:** The Contracting Officer will maintain documentation of all Downtime, and shall send copies of such documentation to the contractor.

5.3.6 **Calculation of Reliability Ratio:** RR is the mathematical ration of operated time (uptime) to out of service time (downtime). The RR will be calculated according to the following formula:

$$RR = \frac{\text{Days in a Month} - \text{Days Out of Service}^*}{\text{Days in a Month}^{**}} = \frac{DM - DO}{DM}$$

Note * : Fractional Days apply, i.e., a unit is out of service 8 hours in a 24 hour period equals 1/3 or .33% of a day.

Note **: A day is allocated as 24 consecutive hours from 12:00 AM to 12:00 PM.

Example: 30 days DM with 2 days and 8 hours DT would result in:

$$RR = \frac{30 - 2.33}{30} = .92$$

30

- 5.3.7 **Unacceptable Reliability:** If an item of equipment fails to perform at an acceptable level of reliability during the warranty period, the Contracting Officer will notify the contractor and request immediate remedy. Failure to remedy the piece of equipment within 30 days for failure will result in a breach of contract and the immediate return of the equipment and reimbursement of the **Guaranteed Value (V)** of the unit:

Original Cost of the unit less (-) Freight = \$ _____ (V)

Guaranteed Value (V) less (-) the **Cost of Operation** as listed in the Equipment Rental Rate Blue Book or comparable equipment or the current Federal Fixed Usage Rate for the Class for the State of Alaska (a, b or c per hour) times (X) the number of hours used = _____ (DV).

- a. Example: Cost of a single unit, less freight = \$150,000. The hourly cost is \$150.00 per hour. The unit was used 150 hours prior to failing the acceptable reliability. The contractor guarantees the unit's worth at \$127,500.00.

- 5.3.8 Prior to return, the State will correct all reasonable cosmetic deficiencies (such as excessive rust) and those deficiencies that are directly related to damage due to accidents, misuse of equipment or failure to operate or maintain equipment as prescribed by the vendor/manufacture, prior to public auction.
- 5.3.9 The tires will be serviceable with at least 50% remaining thread.
- 5.3.10 Oil samples, as per manufacturer's service manual recommendations, will be taken by State of Alaska maintenance personnel on the engine, transmission, differentials and hydraulics.
- 5.3.11 In the case of dispute, at the expense of the State, a qualified agent from Northern Adjusters, Inc. or another professionally recognized appraiser may be commissioned for an independent claim appraisal. Such appraisal shall be binding upon the State and the contractor.

6.0 WARRANTY:

- 6.1 **Standard Warranty Package:** Unless otherwise stipulated by this ITB, the successful bidder will provide a one-year (12-month) warranty.

- 6.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 12 months (year one) and 5 years full (100%) Warranty on the Tank, from the date the unit is placed in service at the assigned location.
- 6.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
- 6.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
- 6.1.4 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacture.
- 6.1.5 Warranty on Attachments: Same as Standard Warranty Package.
- 6.1.6 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacture in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

6.2 Warranty Claims:

- 6.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be

reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.

- 6.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
- 6.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
- 6.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.
- 6.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
- 6.2.6 The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.

6.3 **Warranty Performed by Vendor:**

- 6.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows
 - 6.3.1.1 Mileage Charge: Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
 - 6.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized **\$60.00** per day.
 - 6.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
 - 6.3.1.4 Lodging shall be reimbursed at actual and shall not exceed **\$150.00** per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 6.3.2 Travel will only be reimbursed for time in Alaska.
- 6.3.3 After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.

6.4 **Authorized Warranty (Contractor/Bidder):**

- 6.4.1 Contractor (bidder) must have Authorized Warranty Dealer that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair work.

Provide name and address for each Authorized Warranty Dealer for each location.

(*) Bobs Services 2009 Spar Ave. Anchorage, AK 99501
Bill Brown (907) 276-3221
West-Mark Service Center 3050 Van Horn Rd. Fairbanks, AK 99709
Wayne Walker (907) 451-8265

Provide contact name and contact information for Warranty Administrator:

(*) Wayne Walker (907) 451-8265

- 6.4.2 The ultimate responsibility for warranty lies with the contractor (bidder).
- 6.4.3 The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.

6.5 Factory Recall:

- 6.5.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

7.0 REPAIR ORDERS AND DOCUMENTATION:

- 7.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

8.0 PUBLICATIONS:

- 8.1 Paper publications are to be received by the State at the time of delivery. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.

8.1.1 All paper manuals are to be pre-assembled in factory binders prior to delivery.

8.1.2 Electronic publications may be requested.

8.2 Service Manuals:

8.2.1 Complete set(s) to include applicable information covering prime unit and attachments:

8.2.2 Body, chassis, and electrical

8.2.3 Engine, transmission, and differential(s) (service and rebuild)

8.2.4 Electrical and vacuum troubleshooting

8.2.5 Wiring diagrams

8.2.6 Service specifications

8.2.7 Engine/emission diagnosis

8.3 Parts Manuals:

8.3.1 Complete set(s) including all updates. If updates are not provided during the warranty period, the State may order them from the manufacturer and bill the contractor for the full cost, including shipping.

8.3.2 Parts manuals are to be customized by serial number.

8.4 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.

8.5 **Quantities:** As per Section IV – Bid Price Schedule.

8.6 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvement's that may affect the maintenance, reliability, longevity, and safety of our equipment.

9.0 STATEMENT OF ORIGIN: The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be delivered with the invoice to:

DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue Room #318
Anchorage, Alaska 99508

10.0 WEIGHT VERIFICATION SLIPS: If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

11.0 PRICE:

- 11.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.
- 11.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 11.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
- 11.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
- 11.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
- 11.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
- 11.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.
- 11.4 **Price Decreases:** During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.
- 11.5 **Manufacturer's Rebate (Incentives):**
- 11.5.1 In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

12.0 REPLACEMENT PARTS AND REPAIRS:

- 12.1 This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.
- 12.2 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.
- 12.3 Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.
- 12.4 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
- 12.4.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
- 12.4.2 Parts Return: Within 12 months of the invoice date, the State is to be allowed to return new parts with full refund, less actual shipping charges. Cores returned within 12 months of original invoice date will receive full core credit. Returned parts will be in new, resellable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor.
- 12.4.3 Invoicing: Full description of item is required on all invoices, packing lists and billing

SECTION II
STANDARD TERMS & CONDITIONS

- 13.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.
- 14.0 ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.
- 15.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 16.0 ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 17.0 BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- 18.0 CERTIFICATION OF COMPLIANCE WITH AMERICAN'S WITH DISABILITIES ACT OF 1990:**
- 18.1 By signature of their bid/proposal the bidder/proposer certifies that they comply with the American's with Disabilities Act of 1990 and the regulations issued there under by the federal government.
- 18.2 Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- 19.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The bidder must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.
- 20.0 CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 21.0 CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 22.0 CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 23.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.
- 24.0 CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor

SECTION II
STANDARD TERMS & CONDITIONS

agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

- 25.0 CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 26.0 DEFAULT:** In case of bidder default, the State may procure the goods or services from another source and hold the bidder responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible bidders.
- 27.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by bidder. Responsibility and liability for loss or damage shall remain with bidder until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and bidder's warranty obligations.
- 28.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- 29.0 DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 30.0 FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 31.0 FORCE MAJEURE (Impossibility to perform):** Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.
- 32.0 HUMAN TRAFFICKING:**
- 32.1 By signature on this contract, the offeror certifies that:
- 32.1.1 the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- 32.2 The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: www.state.gov/g/tip/
- 32.3 Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.
- 32.4 This pertains to goods and services above \$50,000.00.
- 33.0 INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
- 34.0 INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver

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them at a reduced price, which is equitable under the circumstances. If bidder is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

35.0 INSURANCE:

35.1 Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

35.2 Proof of insurance is required for the following:

35.2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

35.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

35.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

35.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

36.0 ITEM UPGRADES: The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

37.0 NEW EQUIPMENT: Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.

38.0 ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

39.0 PAYMENT: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.

40.0 PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:

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- 40.1 Except as set forth in this provision, all information in all bids will be made public under AS 36.30.530 not later than the time of issuance of a notice of intent to award.
- 40.2 If the offeror submits information considered by it to constitute a trade secret or proprietary data, such information may be expressly designated as such, and must be accompanied by the offeror's certification that (1) the information has consistently been maintained by its owner as a trade secret or as proprietary information, (2) the owner of the information has taken due care to protect it from release to non-privileged persons, and (3) to the best knowledge of the offeror, the information has not lost its status as trade secret or proprietary information, whether by lack of diligent protection, release to any non-privileged person or otherwise.
- 40.3 **Absence of such certification, any claim of confidentiality will be ignored, and the bidder may not hold any reasonable expectation of confidentiality.**
- 40.4 Any information so certified will be held confidential so long as the contracting officer concurs that it constitutes a trade secret or proprietary data, and deems it not critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid.
- 40.5 By submission of a bid, the offeror consents to the contracting officer's exercise of reasonable judgment as to concurrence with any assertion of confidentiality, and waives any and all claims for release of information that the contracting officer reasonably deems not confidential notwithstanding a certified assertion of confidentiality.
- 40.6 A certified assertion of confidentiality in which the contracting officer concurs, with respect to information the contracting officer deems critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid, will cause the bid to be rejected as a non-responsive bid.
- 41.0 **QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.
- 42.0 **SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 43.0 **SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.
- 44.0 **STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.
- 45.0 **SUBCONTRACTOR(S):** Within five (5) working days of notice, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license. Subcontractors can only be changed per AS 36.30.115 (b).
- 46.0 **SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 47.0 **SUITABLE MATERIALS:** All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 48.0 **TAXES:** Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 49.0 **WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

6,000 GALLON WATER TANKER TRAILER

GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current production model and design, 6,000 gallon capacity, tanker trailer, complete with aluminum or stainless steel tank, 4" hydraulic fill pump, 5th wheel hitch, tandem axles, and dual tires. This specification also includes an **OPTIONAL** diesel engine pump in lieu of hydraulic system.

Unit provided is required to meet all current federal and state regulations such as, but not limited to, EPA emissions, FMVSS, CFR, and State of Alaska bridge laws. **When loaded, the unit must not exceed the manufacturer's weight rating of the vehicle at any tire or axle position.**

The unit bid must have been in production for a minimum of four years. Unit shall include all standard equipment and accessories as advertised in the manufacturer's specification sheet of model offered, unless otherwise specified herein.

APPLICATION:

General hauling and distributing of water on gravel roads within the State of Alaska. Terrain and weather conditions may vary.

DOCUMENTATION REQUIRED:

A basic manufacturer's product brochure describing the units being bid is to be provided.

In addition, specifications marked with an asterisk (*) require supporting documentation in the form of the product brochure, manufacturer's technical data sheet, or a letter of clarification, which must indicate specifically what the bidder intends to supply in regard to said items, and/or how the specifications will be met.

TYPICAL UNITS:

WEST-MARK, INTER PIPE, and ETNYRE. Provided all of the following specifications are met.

1.0 TANK:

- 1.1 Capacity: 6,000 gallons, minimum.
- 1.2 Design and Construction:
 - 1.2.1 To be electrically welded throughout.
 - 1.2.2 Oval, elliptical, or round, in shape.
 - 1.2.3 Tank bottom to be sloped to the rear.
 - 1.2.4 Dished and flanged heads and baffles.
 - 1.2.5 Rings: Stainless steel channel sections, fully welded to shell.
 - 1.2.6 Wings and Bolsters: Shall be made of Stainless steel.
- 1.3 Material: High strength 304 stainless steel, throughout.
- 1.4 Baffles:
 - 1.4.1 To include minimum of one (1) transverse baffle for every 2,000 gallons, for total of 3.
 - 1.4.2 To include minimum 20" diameter chimed openings with vent holes top and sides in each baffle.
 - 1.4.3 The longitudinal baffle shall run the full length of the tank, be a minimum of 3/4 height and installed according to any ASME certified welding procedure.
- 1.5 Cleanouts: **(OPTIONAL ITEM, Pricing is required. Refer to Bid Price Schedule):**
 - 1.5.1 Three (3) each 4" stainless steel with KAMLOCK and cap; one (1) located at top of tank in each baffled area.

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- 1.6 Insulation: **(OPTIONAL ITEM, Pricing is required. Refer to Bid Price Schedule):**
 - 1.6.1 Barrel is insulated with 3" Polystyrene foam sheets, fiberglass at heads, ring tape at all rings.
- 1.7 Jacketing: **(OPTIONAL ITEM, Pricing is required. Refer to Bid Price Schedule):**
 - 1.7.1 Belly wrapped 24 gauges Stainless steel with lapped seams. Jacket heads to be 20 gauge stainless steel, lock seamed to jacket.
- 1.8 Thickness:
 - 1.8.1 Heads: Stainless steel, minimum 12 gauge.
 - 1.8.2 Shell: Stainless steel, minimum 12 gauge.
 - 1.8.3 Baffles: Stainless steel, minimum 12 gauge.
- 1.9 Manhole/Fill cap:
 - 1.9.1 One each 20" diameter stainless steel with 10" fill, pressure actuated emergency venting, surge suppression relief and Buna-N gasket. 10" fill to be removable.
- 1.10 Top Fill: **(OPTIONAL ITEM, Pricing is required. Refer to Bid Price Schedule):**
 - 1.10.1 One each 2-1/2" air gap top fill with stainless steel pipe.
 - 1.10.2 Plumbing to begin at ground level, center of tank on curbside extending up to manhole.
 - 1.10.3 A pivotal joint shall be installed at manhole to allow neck of fill pipe to be moved out of the way of the manhole lid so lid can be closed and full access to the manhole is granted.
 - 1.10.4 Connection to be a 2-1/2" Bronze Female NST fitting with plug and chain.
- 1.11 Ladder/Walkway/Spilldam:
 - 1.11.1 One stainless steel tubular, multi-purpose ladder assembly, with heavy duty 4" gripstrut steps to be located at curbside or rear of unit.
 - 1.11.1.1 Bottom step(s) to be hinged, providing a first step of not more than 20" above level ground and a stored transport clearance of not less than 36".
 - 1.11.1.2 Steps on ladder to be non-slip "Safety Grating" surface, with 4" tread depth minimum.
 - 1.11.1.3 To include safety assist rails at top of ladder.
 - 1.11.2 Spilldam: **(OPTIONAL ITEM, Pricing is required. Refer to Bid Price Schedule):**
 - 1.11.2.1 One (1) each non-insulated, stainless steel box style, with drain hoses each side.
 - 1.11.3 Spilldam Walkways: **(OPTIONAL ITEMS, Pricing is required. Refer to Bid Price Schedule):**
 - 1.11.3.1 12" wide stainless steel non-slip platform walkway, full length of spilldam; located between ladder and spilldam.
 - 1.11.3.2 Additional 18" (2 each 9" wide stainless steel gripstrut sections welded together) walkway located at front and rear of spilldam for access to the cleanouts.
- 1.12 Sight Gauge:
 - 1.12.1 To include clear plastic tube type measuring device, located on curbside of tank, just rear of the ladder for added protection.
 - 1.12.2 To include ¼ (one-quarter) turn ball valves located at both the top and bottom of the tube to prevent water loss in case of tube rupture or breakage.
 - 1.12.3 To be calibrated in 500 gallon increments, marked for easy sight from curbside rear area of tanker when filling. To include calibration chart.
 - 1.12.4 Fittings from tank will include heavy duty guards to help prevent damage from tree limbs, etc.
- 1.13 Suction Hose, Hose Troughs, and Strainer:
 - 1.13.1 Hose Troughs:

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- 1.13.1.1 One (1) each stainless steel 22" wide x 26" long located roadside.
- 1.13.1.2 To store and include two (2) each, 25 foot in length, 4" I.D. heavy duty vinyl suction hose fitted with *KAMLOCK* male coupling on one end and *KAMLOCK* female coupling on the other end.
- 1.13.2 Suction Strainer:
 - 1.13.2.1 One of the suction hoses is to include a suction strainer that has maximum openings of ¼" (0.25) openings and includes a male *KAMLOCK* coupling.
 - 1.13.2.2 The HD suction strainer is to have adequate quantity of openings so as not to restrict flow required.
- 1.14 Hydraulic Drive:
 - 1.14.1 Wet Kit – Customer provided and installed on chassis. This requires the chassis to be set up with a wet kit capable of the requested method of operation including the following:
 - 1.14.1.1 Capable of pumping 350 gallons per minute with 25 foot suction lift, minimum.
 - 1.14.1.2 Capable of pumping 550 gallons per minute at 40 PSI with 5 foot suction lift, minimum.
 - 1.14.1.3 To include an electric sensing system to provide constant preset water pressure regardless of water flow or vehicle speed.
 - 1.14.1.3.1 To include a pressure relief or flow through system if spray bar or flusher nozzles are shut off (to eliminate damage to pump from overheated water).
 - 1.14.1.4 To further include sending system to automatically shut down water pump when tank is empty (to prevent damage to pump from overheated water or lack of).
 - 1.14.2 Hydraulic Lines: Stainless steel hydraulic lines from front of trailer over front fender and housed to pump. One each 1" SCH 80 Stainless steel pipe for pressure and one each 1" SCH stainless return line; Aeroquip quick disconnect fittings to be used at the front of unit.
 - 1.13.3 Hydraulic Controls: One each directional control valve and one each speed control valve shall be installed in the hydraulic system. Controls are to be located at rear pump station.
- 1.15 Pumping System:
 - 1.15.1 Pump Platform:
 - 1.15.1.1 Approximate dimensions of 72" deep by 96" wide.
 - 1.15.1.2 Platform is to be built on the back of the trailer, extending out from and incorporating the frame rails of the trailer chassis frame.
 - 1.15.1.3 Cross members, welded on 12" centers will be provided to help eliminate deflection of the deck.
 - 1.15.1.4 Platform is to be constructed of aluminum or #304 stainless steel materials of sufficient size and strength to support a minimum of 5,000 pounds. The top deck surface of the platform in the area where maintenance personnel will have access is to include corrosion resistant "Safety Grating" material or similar to avoid slipping on surface.
 - 1.15.1.5 Battery: To be minimum 650 CCA, enclosed for protection from the elements mounted on platform.
 - 1.15.2 Rear Bumper and Access:
 - 1.15.2.1 To include a heavy duty step bumper that is approximately 18" to 24" above level ground, full width, with corrosion resistant "Safety Grating" material or similar, that is minimum 4" in depth.
 - 1.15.2.2 Bumper system will help protect spray nozzles and piping from damage.
 - 1.15.2.3 Hand holds to access the deck by maintenance personnel are required as necessary.

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- 1.15.3 Pump:
 - 1.15.3.1 One each 4" x4" self-priming pump with hydraulic motor included, mounted at rear pump station.
 - 1.15.3.2 A Discharge relief valve shall be installed in the discharge side of the pump plumbing with a hose to tank return line.
- 1.15.4 Rear Outlet:
 - 1.15.4.1 6" Stainless steel water discharge pipe to a 6" valve to be located at rear. Piping is to dump straight down with a 6" pipe onto splash plate diverting water to each side and to rear of trailer.
 - 1.15.4.2 To include a 6" lever acting dump valve actuated by an air brake pot with spring loaded return, installed between discharge pipe and 6" intake.
 - 1.15.4.3 Valve operation to be electric over air solenoid with switch located on rear control panel.
- 1.15.5 Intake Line/Hydrant Fill Line:
 - 1.15.5.1 An additional 4" water intake line with female KAMLOCK and plug at curbside piped into the 6" water discharge pipe check valve and "Y" strainer.
 - 1.15.5.2 Plumbing to allow for the following:
 - 1.15.5.3 Gravity off-load through 6" dumps at rear on each side of tank.
 - 1.15.5.4 Off-load through pup to spray heads.
 - 1.15.5.5 Load onto tank using pressurized outside source.
 - 1.15.5.6 Load onto tank by drafting through pump.
 - 1.15.5.7 To include anti-vortex straight blade shall be installed inside of tank at outlet to pump.
- 1.15.6 Tank Return:
 - 1.15.6.1 A 1/4" tank return line with ball valve and check valve shall be located on the discharge side of the pump.
 - 1.15.6.2 This line will allow the pump to "slip" water back into the tank when the pump is running with all discharges and spray heads closed ("dead-heading" the pump).
- 1.15.7 Rear Flush Nozzles:
 - 1.15.7.1 2 each, 20 degree flusher nozzles with 3-planes of adjustment held in position by lock nuts located in protected area.
 - 1.15.7.2 Capacity: 150 to 175 GPM at 50 PSI, each.
 - 1.15.7.3 Flush Nozzle Controls:
 - 1.15.7.3.1 The discharge from both nozzles shall be controlled by an air operated 2" diaphragm actuated globe type valve.
- 1.15.8 Rear Sprinkler Nozzles:
 - 1.15.8.1 2 each, aluminum 3" adjustable for flow and pattern form 180 to 20 degrees held in position by locknuts and located in a protected area.
 - 1.15.8.2 Capacity: 150 to 175 GPM at 50 PSI, each.
 - 1.15.8.3 Water control is accomplished by an electric solenoid valve actuated by an electric switch located on the engine control panel within easy reach of ground personnel.
- 1.15.9 Low Point Drains: Shall be installed in all plumbing.
- 1.15.10 Controls:
 - 1.15.10.1 Water valves to be operated with electric over air solenoids.

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- 1.15.10.2 7-way wire harness from water valve control solenoids to additional 7-way receptacle at front of trailer.
- 1.15.11 Valve Control System:
 - 1.15.11.1 Electric over air solenoids for sprinkler and flush valve controls located in a NEMA control box with weather resistant switches labeled for function.
 - 1.15.11.2 Box to be located on rear platform control panel within reach of ground personnel at rear of platform.
- 1.15.12 Winter Storage: To include drain cocks or valves at each low water point within the entire system to prevent damage from freezing.
- 1.15.13 Monitor/Water Cannon: **(OPTIONAL ITEM, Pricing is required. Refer to Bid Price Schedule):**
 - 1.15.13.1 An Elkhart "Sidewinder" wireless remote controlled monitor shall be installed on the front bumper.
 - 1.15.13.1.1 A control box shall be located inside the cab.
 - 1.15.13.1.2 The control module shall include a wireless remote for Water on/off, Monitor right/left, Monitor up/down and Nozzle straight/fog.
 - 1.15.13.2 The monitor shall be easily removed from the plumbing by use of KAMLOCK fittings and molded quick disconnect plugs in wiring (no tools shall be required for disassembly).
 - 1.15.13.3 The monitor shall rotate 180 degrees.
 - 1.15.13.4 A 60 GPM remote controlled fog nozzle shall be installed at the tip of the monitor.
- 1.15.14 Primer Tank:
 - 1.15.14.1 A primer tank shall be built into the interior of the trailer to assist the self-priming pump with self-loading.
 - 1.15.14.2 The primer tank shall hold approximately 10-15 gallons and be equipped with a 1/2" line plumbed to the pump inlet to be used to fill the suction hoses.

2.0 UNDERCARRIAGE:

- 2.1 Fifth (5th) wheel design with a 5th wheel height of 50".
- 2.2 Length: Maximum 40 feet, overall.
- 2.3 Frame: Aluminum or steel. Unpainted stainless steel is acceptable.
- 2.4 Rear Sub-Frame:
 - 2.4.1 Stainless steel construction for a wide-track tandem axle suspension.
 - 2.4.2 Frame shall be extended for mounting pump and/ or cabinet at rear of trailer.
- 2.5 King Pin Plate:
 - 2.5.1 2" diameter kingpin with minimum 5/16" (0.3125) thick reinforced fifth wheel plate.
 - 2.5.2 To have adjustable upper coupler, mild steel.
 - 2.5.3 To provide minimum 84" swing clearance under gooseneck.
- 2.6 Kick Plate: To be installed at front of unit and to be of stainless steel construction.
- 2.7 Landing Gear:
 - 2.7.1 To be JOST square leg, 2-speed, steel with sand shoes.
 - 2.7.2 50,000 lb. lift, 160,000 lb. static load capacity.
 - 2.7.3 Hand crank to be located on curbside.

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- 2.7.4 Frame to be Stainless steel construction.
- 2.7.5 Leg supports to be pipe style legs up to cross member and to rear of sub-frame.
- 2.8 Axles:
 - 2.8.1 To have 2 axles with dual wheels.
 - 2.8.2 Capacity: Minimum 25,000 pounds each.
 - 2.8.3 Design: 5" round.
 - 2.8.4 77-1/2" track, 10 stud on 11.25" centers cast steel hubs with HUB piloted mounting.
 - 2.8.5 Oil seals to be *STEMCO* or equivalent, to include sight glass.
- 2.9 Suspension:
 - 2.9.1 Two (2) Hendrickson Turner air ride (AAT25K).
 - 2.9.2 17" ride height, weld-on wingless hangers or equivalent.
- 2.10 Brake system to be WABCO 2S/2M ABS system for wide track frame.
 - 2.10.1 ABS malfunction/operation light located on front fender bracket of roadside rear fender, facing forward.
- 2.11 Brakes:
 - 2.11.1 16.5" x 7" 28 Spline S-Cam balanced fused drums.
 - 2.11.2 16.5" x 7" HXS Abex 3030-197 non-asbestos brake lining.
 - 2.11.3 Hendrickson's standard chambers and automatic slacks.
 - 2.11.4 Tone rings for ABS system.
 - 2.11.5 To include four each dust shields, one located at each brake drum.
- 2.12 Wheels and Tires:
 - 2.12.1 Wheels: Hub piloted type, 10 hole steel disc, 22.5x8.25, *ACCURIDE* #28828 steel.
 - 2.12.2 Tires: To include 9 each, including spare, *BRIDGESTONE* M716 or *MICHELIN* XM-S4 , 11R 22.5-16PR steel belted radials.
 - 2.12.3 1 spare tire mounted on wheel, shipped loose.
- 2.13 Fenders:
 - 2.13.1 Heavy-gauge, contoured aluminum, stainless steel, or poly. To be braced over tires. For both truck tractor wheels and for trailer wheels.
 - 2.13.2 Tractor fenders to provide for overall width of 102".
- 2.14 Mud flaps:
 - 2.14.1 For front and rear of trailer axles and for rear of front fenders.
 - 2.14.2 Heavy duty rubber no logo, anti-sail.
- 3.0 **ELECTRICAL SYSTEM:**
 - 3.1 System shall be 12-volt, 7-way, and vapor proof.
 - 3.2 Front Receptacle:
 - 3.2.1 Berg 7-way nose-box with 15 amp breakers (DE-5100A) mounted on front head with glad hands for air hook-up.
 - 3.2.2 Electrical power for the solenoids controlling the flusher nozzles, sprinkler nozzles and dump gate valves will come from a gate valve control switch within the cab. This electrical wire will be in the *POLLACK* 7-wire plug, wire #7 Blue, mentioned below.
 - 3.2.2.1 Electrical switches located on the rear engine panel will control power to the individual solenoids. These switches will be weather resistant.
 - 3.3 Lighting:

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- 3.3.1 12 volt, ICC and DOT approved, sealed beam, rubber mounted.
- 3.3.2 All lamps to be LED.
- 3.3.3 Stop/Tail/Turn: 4 each model 44 type in 2-hole, stainless steel boxes; 2 red each side.
- 3.3.4 Center ID: 1 each Truck-lite model 15 Stainless steel ID, shall be mounted at rear.
- 3.3.5 Front Markers: 1 each amber model 30 light shall be mounted to the front corner of the at 45 degrees on each side of unit.
- 3.3.6 Rear Markers: 1 each red model 30 marker lamp located at end of each light box.
- 3.3.7 Strobe Light:
 - 3.3.7.1 To include 1 each *WHELEN* Model S360D or strobe light.
 - 3.3.7.2 Location of strobe to be on top rear street-side, visible from all directions, with branch guard.
 - 3.3.7.3 To be wired into same circuit as running/clearance lights.
- 3.3.8 Wiring harness to be sealed.
- 3.3.9 Wiring system to include 7 wires (same wires from tractor electrical connection). Junction boxes to be corrosion resistant.
- 3.3.10 Front tractor electrical connection to be a 7 pole *POLLACK* #11-724 split pin poly/glass socket with a *POLLACK* #11-761 socket boot.
 - 3.3.10.1 *PHILLIPS* equivalent to *POLLACK* is acceptable.

4.0 MISCELLANEOUS:

- 4.1 Hoses: Two each, 4" x 25' heavy vinyl suction hoses with brass male *KAMLOCK* adapter on one end and brass female *KAMLOCK* coupler on other end. To be installed in hose tray.
- 4.2 Foot Valve: One (1) each 4" foot valve with 4" aluminum male *KAMLOCK* fitting at end shall be supplied.
- 4.3 Hose Tray: One (1) each 22" wide x 26' stainless steel tray to be mounted road side.
- 4.4 Transport Security System: Lugs for padlock/seal tab security system at all openings.
- 4.5 Certificate Holder: Betts PS-1 or equal document holder with spring to be mounted on landing leg sub-frame on roadside.
- 4.6 Paint and Finish:
 - 4.6.1 All stainless steel parts are to be natural finish.
 - 4.6.2 All steel parts are to be painted black.
 - 4.6.3 Marking:
 - 4.6.3.1 To include "WATER" stenciled in 12" letters centered on both sides of the tanker.
 - 4.6.3.2 To include "WATER" stenciled in 6" letters centered on both ends of the tanker.
 - 4.6.3.3 Marking to be black in color.
 - 4.6.3.4 2" decals to read "6000 GALLONS".

5.0 OPTIONAL DIESEL PUMP ENGINE IN LEIU OF HYDRAULIC SYTEM:

- 5.1 Air cooled tier4 or tier4i diesel engine.
- 5.2 12 volt electric start.
- 5.3 To be a minimum of 46 HP at 2800 RPM.
- 5.4 Capable of pumping 350 gallons per minute with 25 foot suction lift, minimum.
- 5.5 Capable of pumping 550 gallons per minute at 40 PSI with 5 foot suction lift, minimum.
- 5.6 To include heavy duty skid with engine isolators and 50 gallon fuel tank sub base.
- 5.7 Oil pan heater and glow plug for cold weather.

SECTION III
SPECIFICATIONS

- 5.8 Weather proof digital engine control panel with auto start that monitors and displays:
 - 5.8.1 Remote mount for easy ground access.
 - 5.8.2 Engine oil pressure.
 - 5.8.3 Oil temperature.
 - 5.8.4 Battery volts.
 - 5.8.5 Engine speed.
 - 5.8.6 Engine hours.
 - 5.8.7 Fault indicators.
 - 5.8.8 Pump discharge pressure.
 - 5.8.9 Engine speed control maintained by preset pump system psi requirement.
 - 5.8.10 Manual start and stop.
 - 5.8.11 Automatic shutdown when tank is empty.

END OF SPECIFICATION

SECTION IV
BID PRICE SCHEDULE

Item #	Unit	Description	Total Amount
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1a	1 ea	6,000 Gallon Water Tanker Trailer Per all Enclosed Specifications	\$114,969.00
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Year, Make & Model Offered:

2014 West-Mark 6,000 Gallon Water Tanker Trailer

Optional Items:

1b	1 ea	Cleanouts (As per Section III Specifications Item 1.5)	\$1,233.00
1c	1 ea	Insulation (As per Section III Specifications Item 1.6)	\$1,170.00
1d	1 ea	Jacketing (As per Section III Specifications Item 1.7)	\$4,951.00
1e	1 ea	Top Fill (As per Section III Specifications Item 1.10)	\$1,633.00
1f	1 ea	Spilldam (As per Section III Specifications Item 1.10.2)	\$1,200.00
1g	1 ea	Spilldam Walkway (As per Section III Specifications Item 1.10.3)	\$2,203.00
1h	1 ea	Monitor/Water Cannon (As per Section III Specifications Item 1.15.13)	\$9,135.00
1i	1 ea	Diesel Engine (As per Section III Specifications Item 5.0)	\$24,969.00

The actual F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered at their final destination and are accepted by the State.

For pricing purposes, the F.O.B. point is dockside Seattle/Tacoma.

The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State's invoice. All shipping charges over \$100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.

Required Delivery: Maximum **240 days** after receipt of order (ARO).

Publications: One (1) set, per Section I, paragraph 8.0.